Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Williston (1909) *Sales*, § 2; Uniform Sales Act, § 1; *Idaho Implement Co.* v. *Lambach* (1909) 16 Idaho 497, 509, 510, 512; 101 Pac. 951. "Time of sale" in the corresponding section of the English Act is said by its draftsman, Chalmers, to mean the time when the property passes. 25 Halsbury (1912) *Laws of England* 210 note (t). And in the absence of judicial authority this seems to be the better interpretation because there was no appropriation, hence no passing of title, and consequently no "time of sale." See Uniform Sales Act, §§ 17, 19 (4); *American Hide Co.* v. *Chalkley* (1903) 101 Va. 458, 464, 44 S. E. 705.

SALES—C. I. F. CONTRACT—MEASURE OF DAMAGES.—Action by an English vendee for breach of contract to sell 5,000 lbs. of thorium by a Chicago vendor, c. i. f. London dock. On appeal from a judgment declaring the measure of damages to be the difference between the contract price and the market price at London, the destination, *held*, judgment reversed. *Seaver* v. *Lindsay Light Co.* (decided April 18, 1922) N. Y. Ct. of App. (not yet reported).

For an adverse criticism of the decision in the Appellate Division, see (1921) 21 COLUMBIA LAW REV. 724. The reversal by the Court of Appeals has the salutary effect of bringing the measure of damages for a c. i. f. contract into conformity with the general rule of damages which is the difference between the contract price and the market price at the place of delivery.

TORTS—PROXIMATE CAUSE—SUICIDE.—The complaint alleged that the defendants had arrested the plaintiff's intestate, held him in confinement against his will, inflicted bodily injury upon him, and subjected him to mental torture by threats of physical injury and death. The decedent became mentally deranged and committed suicide. In an action for wrongful death, *held*, one judge dissenting, the demurrer to the complaint was rightly sustained, since the suicide was not the natural and probable consequence of the defendants' wrongful acts. *Salsedo* v. *Palmer* (C. C. A. 1921) 278 Fed. 92.

In view of the decision in *Scheffer* v. *Washington City etc., R. R.* (1881) 105 U. S. 249, holding suicide not a natural and probable consequence of a railway injury, and therefore the proximate cause of death, the result of the majority in the principal case is not surprising. In this case, however, the defendants were consciously engaged in committing unlawful acts, whereas in the *Scheffer* case the defendant was merely negligent. A wilful tort gives rise to liability for more remote consequences than mere negligence. *Cf. Wyant* v. *Crouse* (1901) 127 Mich. 158, 86 N. W. 527. The principal case can, therefore, be distinguished from the *Scheffer* case on this ground. Suicide has been held no bar to recovery under workmen's compensation acts. *Sponatski's Case* (1915) 220 Mass. 526, 108 N. E. 466; see *Malone* v. *Cayzer, Irvine & Co.* (1908) 45 Scot. L. R. 351, 353. But it should be noted that under these statutes the result need not be a probable, but simply an actual consequence of the injury. The court in the instant case, relying on the *Scheffer* case, regarded the suicide as a break in the chain of causation. This would seem sound where the act of self destruction was voluntary. *Brown* v. *American Steel & Wire Co.* (1908) 43 Ind. App. 560, 88 N. E. 80. But when done in the frenzy of an uncontrollable impulse, the defendant, whose wrongful conduct placed the deceased in this plight, should be held responsible. See *Koch* v. *Fox* (1902) 71 App. Div. 288, 298, 299, 75 N. Y. Supp. 913; *Daniels* v. *New York etc. R. R.* (1903) 183 Mass. 393, 398, 399. This distinction has been drawn in determining the meaning of suicide as contained in policies of insurance. *Cf. Newton* v. *Mutual Benefit Life Ins. Co.* (1879) 76 N. Y. 426; *Manhattan Life Ins. Co.* v. *Broughton* (1883) 109 U. S. 121, 3 Sup. Ct. 99. Therefore, it seems as if the demurrer in the instant case should have been overruled and the plaintiff given an opportunity to prove the nature of the suicide.